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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Tammy Roberts

**EXT:** 7115

**MOTION/RECOMMENDATION:**

Award RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement to MCCi, LLC, Tallahassee, in the amount of \$109,849.00 for the initial three (3) year period.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600674-09/TLR will provide for a qualified vendor to provide the County with prepackaged legislative agenda software. The scope of services includes but is not limited to, installation, set-up, training, and configuration of an off-the-shelf solution to satisfy County's needs.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation.

The Evaluation Committee, which consisted of Alauddin Ali, Technology System Administrator, IT; Mark Campagna, Project Manager II, IT; Elizabeth Gaussart, Executive Assistant, County Manager's Office; Lola Pfeil, Legal Services Manager; and Stephen Price, Senior Programmer, IT, evaluated the responses. Consideration was given to the qualifications, past performance, project approach and cost.

Based on the initial evaluation the Evaluation Committee scheduled presentations from the top two (2) ranked firms listed in alphabetical order:

1. MCCi, LLC
2. SIRE Technologies

The determination of selection was based on product demonstration and overall cost to the County. The services to be rendered by the Contractor shall commence upon execution of the agreement including maintenance, support and upgrades for a three (3) year period. The agreement, at the discretion of the County may be renewed for three (3) successive one year periods not to exceed 5% of the annual maintenance and support for each additional year. The cost of the agreement is \$109,849 which includes \$43,218 for the agenda software solution; \$27,736 for training; and \$12,965 for annual maintenance, support and upgrades for the first year, and \$12,965 per year for two (2) additional years and funds are available in the General Fund (Account #00100.140630.560646, CIP#00279602).

The County expects to eliminate the issues that it is currently experiencing with the existing agenda software. Some of those issues are:

1. Lack of flexibility when arranging final agenda product.
2. Application requires time-consuming review of printed document and manual intervention to assure that published text is professional looking and presentable to the Board and public.
3. System requires manual intervention to link video with various sections of the meeting minutes.
4. The Agenda Coordinator must rely on the IT team to make adjustments to the 'Finalized' Agenda, which requires additional staff intervention.
5. The current system is not complete and certain functionality is currently performed by IT staff.
6. System is not very flexible for the end users.
7. System does not handle more than one meeting authority.
8. System does not provide for topical searches.

**STAFF RECOMMENDATION:**

Staff recommends the Board award RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement to MCCi, LLC, Tallahassee, in the amount of \$109,849.00 for the initial three (3) year period.

**ATTACHMENTS:**

1. Tabulation
2. Evaluation&Ranking
3. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**B.C.C. - SEMINOLE COUNTY, FL****RFP TABULATION SHEET**

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-600674-09/TLR

RFP TITLE: Government Software Solution for Agenda  
Management Replacement

PAGE: 1 of 2

DUE DATE: May 27, 2009 at 2:00 P.M..

Submittals	Response 1	Response 2	Response 3
	BIS Digital Inc. 1350 NE 56 <sup>th</sup> St., Ste. 300 Ft. Lauderdale, FL 33334 Ph. 800-834-7674 Fx. 877-858-5611 Jade Coldren	Information Access Systems 900 S. Goldenrod Rd. Ste. C Orlando, FL 32822 Ph. 407-839-1477 Fx. 407-839-1927 Vincent Hanson	MCCi, LLC PO Box 2235 Tallahassee, FL 32316 PH. 850-576-3171 Fx. 850-701-0715 Donny Barstow
Proposer's Certification Form	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
Cost of Proposed Solution	\$31,125.00	\$37,700.00	\$43,218.00
Maintenance & Support	\$4,762.00	-	\$12,965.00
Training	\$3,650.00	\$4,500.00	\$33,736.00

**Evaluation Criteria:**

- *Qualifications/Past Performance*
- *Project Approach*
- *Price Proposal*

Tabulated by T. Roberts, Sr. Procurement Analyst (Posted 5/28/2009 @4:30 PM)

Evaluation Committee Meeting: June 4<sup>th</sup> at 1:30 PM – 1101 E. 1<sup>st</sup> St. Rm. 3223, Sanford, FL

Short-list: MCCi and SIRE Technologies – Presentation date: 6/29/2009 (Posted 6/5/2009)

Evaluation Committee Meeting June 30, 2009 @ 1:30 PM CSB

Recommendation of Award : MCCI,LLC Posted 7/17/2009

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>RFP TABULATION SHEET</b>

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RFP NUMBER: RFP-600674-09/TLR

RFP TITLE: Government Software Solution for Agenda Management Replacement

PAGE: 2 of 2

DUE DATE: May 27, 2009 at 2:00 P.M..

Submittals	*Response 4	Response 5	
	Provox Systems, Inc. 17304 Preston Rd., Ste 800 Dallas, TX 75252 Ph. 972-733-6810 Fx. 972-733-6809 Markus Vogt	SIRE Technologies 3676 W. California Ave. Unit B100 Salt Lake City, UT 84104 Ph. 801-977-8608 Fx. 801-977-8775 Craig Wm. Petersen	
Proposer's Certification Form		Yes	
Conflict of Interest Statement		Yes	
Compliance with Public Records Law		Yes	
Drug-Free Workplace Form		Yes	
Cost of Proposed Solution		\$118,874.00	
Maintenance & Support		\$15,746.00	
Training		\$17,888.00	

**\*Section 2, Disqualification of Proposer:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

**EVALUATION OF PROPOSALS**  
**RFP-600674-09/TLR - GOVERNMENT SOFTWARE SOLUTION**  
**FOR AGENDA MANAGEMENT REPLACEMENT**

Vendor	BIS Digital	Information Access	MCCi	SIRE Technologies
Overall Ranking:	Unsatisfactory	Good	Excellent	Excellent

**Evaluation Criteria:**

Qualifications/Past Performance  
Project Approach  
Project Cost

**Evaluators:**

Evaluator #1 – Alauddin Ali, Technology System Administrator

Evaluator #2 – Mark Campagna, Project Manager II

Evaluator #3 – Elizabeth Gaussart, Executive Assistant

Evaluator #4 – Lola Pfeil, Legal Services Manager

Evaluator # 5 – Stephen Price, Senior Programmer

**Presentations** from the following firms:

1. MCCi, LLC
2. SIRE Technologies

The Evaluation Team Recommends award of this project to:

\_\_\_\_\_  
MCCi, LLC

**Name:** BIS Digital, Inc

Determined that the ten year experience requirement has not been met, therefore doesn't qualify. This was determined during Qualifications review.

**Qualifications/Past Performance**

**Strength –**

- Very good, not outstanding, no restriction on the number of users.
- Good website and good full-text search.
- Flexibility is good. Cold Fusion not necessary to purchase to use this produce the agenda on line.
- References pretty strong – some level of creditability had a large range of counties size.

**Weakness –**

- 2 employees that have 10 years experience rest no (question of staying power).
- Versioning and support might be limited.
- Experience situated more towards court room agendas.
- Original impression lots of manual work to set up (possible too flexible).
- Order of document numbers re-sequenced as they were moved (?? Possibly another method).
- Online agendas not robust.
- Company appears to have fallen into this from audio (?).
- Website was mainly court, few for agenda. Secondary subset of their focus.

Question: 1992 founded because the references were recent (2006 is only three years experience).  
Research someone with Agenda product experience at that long. (?)

**Overall Ranking:** Unsatisfactory

**Name:** Information Access

**Qualifications/Past Performance**

- Lake County, Onbase – not a positive.
- Didn't notice video link, will have to be manual.
- Lot of use of scripts and configuration.
- Didn't get a warm and fuzzy from the screen shots.
- No mention of number of employees, no mention of number of supporting organizations.
- Agenda experience appears to be more with non-governmental (private corporation) than governmental.
- Letter transmittal speaking about Lake County looking to find out about how long they had been using.
- Concern that IAS established in 1997. Sounds like this had been a patient tracking system for documents
- Questions about Agenda experience

**Project Approach:**

- County have the On-Base software in-house which is an advantage.
- County has lot of documents are currently stored in On-Base this is the central repository for the County.
- Current system is very cumbersome, if it is going to take that much time to search for the document, then what is the point?
- Get if you communicate through flowcharts and screens, then this approach might be good. If not than not.
- MS Project is used to track the schedule of the delivery. This is not an easy program to manage
- Versatility is not present.
- Workflow for county is discussed but not their process.
- Didn't like presentation.

**Cost Proposal:**

- 2 options didn't understand the difference.
- We have the Agenda Workflow module they would be doing the development.
- Annual maintenance is included in our current ownership package.
- Question about who got paid: Why they were more expensive since we already own the On-Base and the process appears to be turning on a switch and then they point and click.

**Overall Ranking:** GOOD

**Name:** MCCi

**Qualifications/Past Performance**

- Staff maturity majority have 3-4 years, doing more software development work.
- Subsidiary of the municipal code company (they do our code).
- Does meet the length of business in agenda management experience.
- They've been working this software and have 400 agencies just for agenda management.
- They have a very solid reputation throughout the government.
- MCCi has a board of directors who have a large say in the software add-ons and growth direction.
- 20 years of good history tracking that we get as part of this package.
- City of Milwaukee loves this package.
- Good management experience, good installations agenda focus.
- Handles up to four meeting bodies which is a limitation (figure out if this is a licensing issue).
- Software warranty a little shallow.
- The screen resolution is an issue.
- Legislator doesn't use SSL but encrypted (needs clarification).

**Project Approach:**

- Realistic, phases explained, unlimited number of users, customization availability, click and easy to transfer documents, management phases were good, timeline was excellent and realistic.
- Remote access is available which allows the end users to see the fix and learn from the experience.
- Ability to track legislative items separately from agenda items. (Need clarification).
- Like the approach lots of experience.
- Found Product primitive and not as robust as others.
- Only work with SQL Express and Standard (clarification necessary).
- Doesn't have a skip feature which is what we want.
- Difference between hosted and in-house not clear.
- Would have liked a TOC in their presentation see AR reviewer.

**Cost Proposal:**

- Unlimited sites licensing good.
- Recommended solution with many modules approach, do we need all or pick our modules.
- Not speaking about hosting.
- Found the training rather expensive this was 80% of product cost.
- Concern about the modules necessary verse required.
- Handling only four meeting bodies cost of additional meeting bodies might be an issue.
- Training is biggest concern on the price.
- Clarification on page 33 items.
- Pricing to be in-line with similar produces, training a little high but within our budget.

**Overall Ranking:** EXCELLENT



**Name:** SIRE Technologies

#### Qualifications/Technologies

- Like their performance, experience and references are impressive.
- Product and the demo high marks.
- More robust little nuances included like contraction of meeting members.
- Good Interaction with other applications.
- The integration of video with application.
- Been around and has very good marks from other counties.
- Nicely qualified, liked the automatic retention notification (nice touch).
- Question head quarters in Salt Lake City ability to be user friendly during our company hours.  
Time Zone issues for support?
- Strong installations, Google-type search, strong produce for agenda preparation.
- They referred to major components with local support sub-contracted. (need clarification).
- Telephone support hot-line available 8am-8pm EST.

#### Project Approach

- Excellent, broke down the tasks to a precise delivery.
- Liked the video and meeting minutes integration.
- Solely focused on Agendas and broke out the team into the various subcomponent tasks. Pretty solid at all levels.
- Question with implementation timeline 44 days including training and testing, concerned with getting everything complete in that time.
- Online training has been mentioned, not a big sell feature.
- Very thorough covered all bases.
- Very intuitive approach all though narrative includes 'free' support, thought that was not real as per the pricing break-out.
- Skip a person was one of the features, doesn't mention.
- Training with this type of product needs to be an on-going training, ability to effectively continue.
- Question: only train ten people per class over 44 days? Can't train 20 people at a time?  
Awkward training schedule

#### Cost Proposal

Find them to be a little higher than expected.

**Overall Ranking:** EXECLLENT

**CONTRACTOR SERVICES AGREEMENT  
GOVERNMENT SOFTWARE SOLUTION FOR AGENDA MANAGEMENT  
(RFP-600674-09/TLR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MCCI, LLC**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 2235, Tallahassee, Florida 32316, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide prepackaged legislative agenda software and set up, training, and configuration services in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of a CONTRACTOR; and

**WHEREAS**, CONTRACTOR is competent and qualified to furnish services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the MCCi Performance Work Statement and Price Proposal attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

**SECTION 2. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by

COUNTY.

**SECTION 3. TIME FOR COMPLETION.** The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed according to the Scope of Services with annual maintenance and support for three (3) years with three (3) one (1) year renewal options not to exceed five percent (5%) per year.

**SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.**

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement in the fixed fee amount of ONE HUNDRED NINE THOUSAND EIGHT HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$109,849.00), including FORTY-THREE THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$43,218.00) for the Agenda Software Solution; TWELVE THOUSAND NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$12,965.00) for first year Maintenance and Support including upgrades; TWENTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$27,736.00) for Training, as indicated in the Price Proposal attached hereto as part of Exhibit A; and an additional TWELVE THOUSAND NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$12,965.00) per year for Maintenance and Support including upgrades for year two (2) and year three (3).

(b) Payments shall be made to CONTRACTOR as follows: FORTY-ONE THOUSAND NINE HUNDRED FIFTY-NINE AND 50/100 DOLLARS (\$41,959.50) upon receipt of executed contract, TWENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND 70/100 DOLLARS (\$25,175.70) upon completion and acceptance of configuration phase, and the remaining balance of SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 80/100 DOLLARS (\$16,783.80) upon completion of Training for the initial year of the term.

Maintenance and Support including upgrades for years two (2) and three (3) will be paid annually to the CONTRACTOR upon receipt of the CONTRACTOR's invoice. Upon review and approval of the CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the

invoice, pay the CONTRACTOR the approved amount.

**SECTION 5. BILLING AND PAYMENT.**

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one ~~(1)~~ copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Information Technology Services  
1101 E. First Street  
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

**SECTION 6. AUDIT OF RECORDS.**

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR

may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### **SECTION 7. RESPONSIBILITY OF CONTRACTOR.**

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for three (3) years with three (3) one (1) year renewal options not to exceed five percent (5%) per year.

**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.



(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award

or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

**SECTION 15. INSURANCE.**

(a) General. CONTRACTOR shall, at CONTRACTOR's own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer



evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation

including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this

Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage

been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

**SECTION 16. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR ~~AGREEMENTS~~ SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.


**SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner

creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**SECTION 23. PUBLIC RECORDS  LAW.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective

places for giving of notice, to wit:

**For COUNTY:**

Information Technology Services  
1101 E. First Street  
Sanford, Florida 32771

**For CONTRACTOR:**

MCCi, LLC  
P.O. Box 2235  
Tallahassee, Florida 32316

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**SECTION 27. CONFLICT OF INTEREST.**

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.



(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

MCCI, LLC

\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
DONNY BARSTOW, President


(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
 BOB DALLARI, Chairman  
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney

Attachment:

Exhibit A - MCCi Performance Work Statement and Price Proposal

AEC/sjs  
4/30/09, 7/22/09  
F:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600674-09.doc

# Response to Request for Proposal

**EXHIBIT A**

RFP-600674-09/TLR  
Government Software Solution for Agenda Management Replacement

Submitted to:

**Seminole County**



Opening Date:

**May 27, 2009 @ 2:00 PM**

May 26, 2009

Submitted by:

**MCCi**

A subsidiary of Municipal Code Corporation



**Municipal Code Corporation**  
**SALES DEPARTMENT**

PO Box 2235 • Tallahassee, Florida 32316  
TELEPHONE (800) 342-2633 • FAX (850) 701-0715

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May 26, 2009

Ms. Tammy Roberts, CPPB  
Senior Procurement Analyst  
Seminole County  
1101 East 1<sup>st</sup> Street, Room 3208  
Sanford, FL 32771

Dear Ms. Roberts-

MCCi understands that Seminole County is seeking a qualified firm to provide an agenda management replacement solution. While reviewing our response please keep in mind the advantages that MCCi offers:


- *Stability* - Municipal Code Corporation has been in business for over 50 years and works with over 3,000 government agencies across the United States.
- *Products* - MCCi focuses on products in the field of electronic document/agenda management. We have researched and evaluated the many solutions available in an effort to find the best solutions for our clients. We chose to offer Legistar because the application they offer is well suited for the agenda management challenges in the municipal environment.
- *Focus* - MCCi specializes in working with government entities and focuses our products on solutions specifically for governments. In working with governments over the past seven years, MCCi has had the opportunity to gain an in depth look into how they utilize their documents on a day-to-day basis. This thorough understanding gives MCCi the edge needed to provide our clients with a tailored solution that will meet each individual organization's needs.

If you have any questions concerning our response or desire additional information, please do not hesitate to call on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and Seminole County.

Sincerely,

A handwritten signature in dark ink, appearing to read "Donny Barstow", is written over a horizontal line.

Donny Barstow  
President

<b>SUBMIT QUALIFICATIONS TO:</b>  Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 <b>Attn.: PURCHASING AND CONTRACTS DIVISION</b>	<b>REQUEST FOR PROPOSAL</b>  and Respondent Acknowledgment
<b>Contact:</b> Tammy L. Roberts, CPPB Senior Procurement Analyst 407-665-7115 – Phone 407-665-7956 – Fax troberts@seminolecountyfl.gov	<b>RFP No.:</b> <b>RFP-600674-09/TLR</b>  <b>Government Software Solution for Agenda Management Replacement</b>
<b>Proposal Due Date: May 27, 2009</b> <b>Proposal Due Time: 2:00 P.M.</b>	<b>Location of Closing:</b> County Services Building, 1101 E. 1st Street, Room #3208 Sanford, Florida 32771
<b>Respondent Name:</b> MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)	<b>Federal Employer ID Number or SS Number:</b> 59-0649026
<b>Mailing Address:</b> PO Box 2235	If returning as a "No Submittal", state reason (if so, return only this page):
<b>City, State, Zip:</b> Tallahassee, FL 32316	
<b>Type of Entity: (Circle one)</b> Corporation      Partnership      Proprietorship Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: Florida	
<b>Telephone Number:</b> 850.576.3171	<b>Typed Name:</b> Donny Barstow
<b>Toll Free Telephone Number:</b> (800) 342.2633	<b>Title:</b> President
<b>Fax Number:</b> 850.701.0715	<b>Date:</b> 5/26/09

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant understands the proposed work requirements.

# Required Submittals

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## Letter of Transmittal

**Letter of Transmittal:** The proposal letter shall be addressed to the County Purchasing and Contracts Division and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting proposal;
- County's Request for Proposal (RFP) number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) or representative(s) legally authorized to bind the Proposer.

**Company Name:**

MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

**County RFP Number**

RFP #: RFP-600674-09/TLR

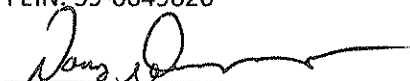
**Agreement to Terms and Condition:**

MCCi agrees to the terms and conditions with the following exceptions: MCCi will request a waiver of subrogation once there is an insurable interest between Seminole County and MCCi. MCCi cannot comply with the 30 day cancellation notice. In no event shall MCCi's total liability to the Client exceed the project fees paid to MCCi by the Client

**MCCi Authorization Contact:**

Donny Barstow – President  
MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)  
PO Box 2235  
Tallahassee, FL 32316  
P: 800-342-2633  
F: 850-701-0715  
[dwb@mccinnovations.com](mailto:dwb@mccinnovations.com)  
FEIN: 59-0649026

Signature:



---

#### Corporate Information

**Corporate Information:** If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

#### *MCCi Response*

MCCi is a wholly owned subsidiary of Municipal Code Corporation and is certified with the Florida Secretary of State.

Summary of Litigation

**Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business.

***MCCi Response***

MCCi does not have any litigation to report.

License Sanctions

**License Sanctions:** List any regulatory or license agency sanctions within the past 5 years.

***MCCI Response***

MCCI does not have any license sanctions to report.



Proposer's Certification

**Proposer's Certification:** Complete the "Proposer's Certification Form" included in this proposal package as indicated.

Attachment A  
**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.


I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:   
Signature

Donny Barstow, President

Name & Title, Typed or Printed

PO Box 2235

Mailing Address

Tallahassee, Florida 32316

City, State, Zip Code

( 800 ) 342.2633

Telephone Number

Sworn to and subscribed before me

This 26<sup>th</sup> day of

May 2009

  
Signature of Notary

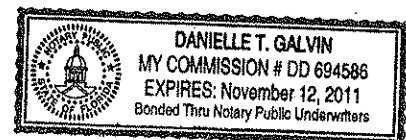
Notary Public, State of \_\_\_\_\_

Personally Known ☒

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_



**Attachment B**  
**Conflict of Interest Statement**

STATE OF FLORIDA )  
 ) ss  
COUNTY OF Leon )

Before me, the undersigned authority, personally appeared  
Donny Barstow, who was duly sworn, deposes, and states:

1. I am the President of MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation) local office in Tallahassee, FL and principal office in Tallahassee, FL.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 26 day of May, 2009.

Name of Affiant Donny Barstow Typed  
Title President

Sworn to and subscribed before me this 26<sup>th</sup> day of May, 2009.

Personally known ☒

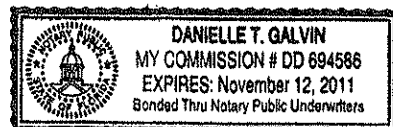
OR Produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of Florida

My commission expires 11/12/11

D. T. Galvin  
(Printed typed or stamped  
commissioned name of notary public)



Attachment C  
Compliance with the Public Records Law

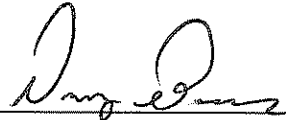
Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

Authorized representative (printed): Donny Barstow, President

Authorized representative (signature): 

Date: 5/26/09

Project Number: RFP-600674-09/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D

**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that  
MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation) <sup>does:</sup>

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposer's Signature

MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)

Firm

Date

5/26/09

<b>Form W-9</b> (Rev. January 2005) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Municipal Code Corporation</b>		<i>Kendort# 207520 (R)</i>
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other		<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) <b>PO Box 2235</b>		Requester's name and address (optional)
	City, state, and ZIP code <b>Tallahassee, FL 32316-2235</b>		
List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	0	6	4	9	0	2	6	

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person	<i>Michelle S. Eagen, CFA</i>	Date	5/26/09
------------------	--------------------------	-------------------------------	------	---------

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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## Qualifications/Past Performance

---

The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

- A. List of Proposer's personnel, by name and title, contemplated to perform the work described herein. Include statement of credentials, education, experience, certifications and all pertinent information to demonstrate capabilities.

### *MCCi Response*

#### **Key Personnel**

MCCi brings a dedicated staff of employees focused specifically on providing our clients with the most reliable solutions available. MCCi currently employs a total of 22 employees. The following are key personnel that would be associated with the project and their qualifications.

#### Donny Barstow, President

Donny is President of the company and has been with MCCi since 2000.

- Key Responsibilities
  - Upper level decision making
  - Enterprise level client consultation
  - Research & product development
  - Educational speaker
- Experience and Skills
  - 8 years experience in working with government agencies
  - 6 years experience in upper-level management
- Education/Certifications
  - B.S in Management Information Systems from Florida State University
  - MBA from University of Florida

#### Dale Barstow, Vice President of Sales

Dale has been with the company since 1971 and currently serves as Vice President of Sales.

- Key Responsibilities
  - Managing Sales Staff
  - Upper Level Client Consultation
  - Municipal Conference Attendance
  - Company Pilot
- Experience and Skills
  - 31 years experience with Municipal Government
  - Honorary Clerk for International Institute of Municipal Clerks,
  - President of the IIMC Municipal Clerks Education Foundation
  - Honorary Clerk in the States of Florida, Texas, North Carolina and Missouri
- Education/Certifications
  - Embry-Riddle Aeronautical University

#### Phillip Claiborne, Chief Information Officer

Phillip has been with the company since 2002 and currently serves as Chief Information Officer.

- Key Responsibilities
  - Managing Internal Network Infrastructure
  - Upper Level Client Support

Management of IT Support Staff  
Management of Programming and Development Staff  
Research and Development

- Experience and Skills  
10 years extensive experience supporting, designing and administering corporate network environments.
- Education/Certifications  
B.S. in Management Information Systems from Florida State University  
CompTIA Certified A+, Net+  
Microsoft Certified Systems Administrator  
MBA from University of Florida

Doug McNease, Information Technology Director

Doug has been with MCCi since 2006 and currently serves as IT Director.

- Key Responsibilities  
Managing MCCi Technical Staff  
Scheduling of Software Installation  
Senior Level Project Management  
Internal Technical Support  
Upper Level Customer Technical Support
- Experience and Skills  
5 years technical support  
5 years database design and administration (MSSQL)  
6 years web-enabled application development
- Education/Certifications  
B.S. in Marketing from Florida State University School of Business

Rigo Ruiz, Senior Project Manager

Rigo has been with MCCi since 2006 and currently serves as Laserfiche Installation and Training Technician. He is located in Edinburg, Texas.

- Key Responsibilities  
Project Management  
Software Installation and Support  
Customer Technical Support
- Experience and Skills  
12 years experience in customer support  
6 years experience with Laserfiche software
- Education/Certifications  
B.S. in Mathematics from the University of Texas Pan American

Eric Rush, Project Manager

Eric has been with MCCi since 2006 and currently serves as a Project Manager and Installation and Training Technician for the company.

- Key Responsibilities  
Project Management  
Software Installation and Training  
Technical Support  
Pre-Sales Technical Assistance
- Experience and Skills  
16 Years with document imaging and management practices  
14 Years experience in working with municipal governments  
14 Years information technology experience

- Education/Certifications  
CompTIA CDIA (Certified Document Imaging Architect)  
CompTIA A+, Net +  
Microsoft MCP, MCDST

#### Scott Chromik, Project Manager

Scott has been with MCCi since 2006 and currently serves as Laserfiche Installation and Training Technician for the company.

- Key Responsibilities  
Software Installation and Training  
Customer Technical Support  
Data Migrations and Upgrades
- Experience and Skills  
Scott has completed over 60 Laserfiche installations  
These include enterprise level projects  
CompTIA Certified Document Imaging Architect (CDIA+) Certified  
CompTIA A+ Certified  
Certified Deployment Technician  
5 years experience in information technology field
- Education/Certifications  
B.S. from the College of Information with a concentration in Network Management from Florida State University  
MBA from Nova Southeastern University

#### Michael Widner, Solution Developer

Michael has been with MCCi since 2005 and currently serves as Solution Developer for the company.

- Key Responsibilities  
Software Customizations and Programming  
Software Installation and Training  
Project Management  
Data Conversion  
Customer Technical Support
- Experience and Skills  
8 years in the information technology field  
2 years in Project Management  
5 years software development and technical support roles
- Education/Certifications  
B.S. in Computer Information Science from University of West Florida

#### Theo Matthews, Solution Developer

Theo has been with MCCi since 2005 and currently serves as Solution Developer for the company.

- Key Responsibilities  
Software Customizations and Programming  
Software Integration Solutions  
Data Conversion  
Project Management  
Customer Technical Support
- Experience and Skills  
5 years Web and Software Development  
4 Years Technical Support
- Education/Certifications  
B.S. in Computer Science and Software Engineering from Florida State University



Kyle Molter, Account Support Representative

Kyle has been with MCCi since 2007 and currently serves as a Laserfiche and MuniAgenda Support and Laserfiche Training Technician for the company.

- Key Responsibilities
  - Software Installation and Training
  - Customer Technical Support
  - Support Website maintenance and updates
- Experience and Skills
  - 5+ years personal/professional experience in information technology field.
  - Knowledgeable in HTML, XML, XSLT.
- Education/Certifications
  - A.S. from ITT Technical Institute in Computer Networking
  - CompTIA CDIA+ Certification

Alexis Blue, Senior Account Manager

Alexis has been with MCCi since 2005 and currently serves as the Senior Account Manager

- Key Responsibilities
  - Pre-client consultation
  - Conduct product demonstrations via the web
  - Manage existing customer accounts
- Experience and Skills
  - Over 2 years of experience with document imaging and management practices
  - Over 2 years experience in working with municipal governments
- Education / Certifications:
  - CDIA+ Certified Document Imaging Architect
  - B.S. in Management and Multinational Business from Florida State University

Krysten Claiborne, Office Manager

Krysten has been with MCCi since 2003 and currently serves as Office Manager.

- Key Responsibilities
  - Manage and support Administrative Staff
  - Monthly Financial Reports
  - Project Management
- Experience & Skills
  - 5 Years of experience with document imaging and management practices
  - 5 years experience in working with municipal governments
  - 3 years experience in management
- Education/Certifications
  - B.S. in Human Sciences from the Florida State University

- B. Describe the company's background including length of time in business (minimum the (10) years providing prepackaged Legislative Agenda Software required). Note any parent/subsidiary relationships. Company size, number of employees, full and part-time, etc.

#### **MCCi Response**

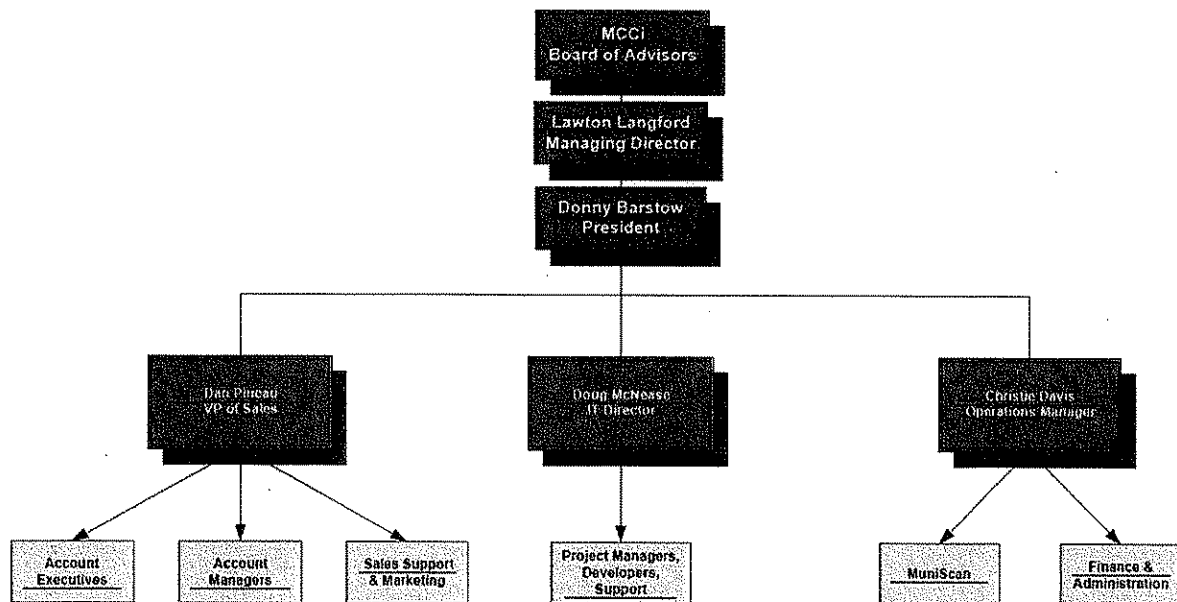
##### **Company Background**

MCCi, a subsidiary of Municipal Code Corporation (The nations leading codifier for local government serving over 3,000 city/county government agencies), has been providing Electronic Records Management and Agenda Automation Solutions to its clients since 1998. In 1998, Municipal Code Corporation (MCC) created a document imaging division, which subsequently evolved into MCCi in the summer of 2003. This allowed MCCi to provide its customers with a higher level of service, but still benefit from the stability and credibility of MCC. MCCi is headquartered in Tallahassee, Florida with satellite offices in Carlisle, Pennsylvania, Fort Worth, Texas, and Edinburg, Texas. With a client base of over 400 government agencies, we are striving to be the leading Electronic Records Management and Agenda Automation/Legislative Management provider in the United States. Over the past nine years, MCCi has had the opportunity to gain an in depth look into how government organizations utilize their documents on a day-to-day basis. This thorough understanding has provided MCCi the edge needed to provide our clients with a tailored solution that will meet each individual organization's needs. Our goal is to develop solutions that will enable our customers to increase efficiency, productivity, and internal organizational structure.

##### **Ownership Structure**

MCCi's corporate structure is a Limited Liability Company and it is a subsidiary of Municipal Code Corporation. MCCi's governance is directed by a Board of Advisors consisting of six people, four of whom are not insiders to the company. Strategic and tactical issues identified by the Board are executed by the President and the Leadership team. MCCi's employee headcount as of March 2009 is 22 employees.

**MCCi  
2008 Organizational Chart**



**Company Officers**

MCCi

Lawton Langford – Managing Director

Donny Barstow – President

Municipal Code Corporation

Lawton Langford – President/CEO

Rick Grant – Executive Vice President

Michelle Eagen – Secretary / Treasure

**MCCi Authorization Contact:**

Donny Barstow – President

MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

PO Box 2235

Tallahassee, FL 32316

P: 800-342-2633

F: 850-701-0715

[dwb@mccinnovations.com](mailto:dwb@mccinnovations.com)

FEIN: 59-0649026

**Company Products & Services**

MCCi offers a wide variety of electronic records management products. We have researched and evaluated many solutions available in an effort to find the best products that meet our clients' needs. In doing so, we have formed several strategic partnerships with leading technology companies such as Laserfiche, Daystar, Brandt, Fujitsu and Ideal. We chose to ally with these software companies because the applications they offer are well suited for the records management challenges in the municipal environment.




- Document Imaging Software - Laserfiche
- Records Management Software - Laserfiche
- Agenda and Legislative Management Software – Legistar
- Contract Management Software – Contract Assistant
- Professional System Configuration, Installation and Training Services
- Data Conversion Services – MuniScan
  - Document Scanning and Indexing
  - Fiche/Film Conversion
  - Large Format Document Scanning Services
  - Bound Book Scanning Services

- C. List three (3) governmental client references for which your company provided similar services as requested in this RFP. Provide a brief description of similar work satisfactorily completed, including governmental agency, dates of contracts, names and addresses of clients/owners, and contact person. List the, address, telephone number, fax numbers and/or e-mail addresses.

#### **MCCi Response**

#### **References**

MCCi has provided the following references as requested by the Client along with case studies for the Client's review. A complete listing of Legistar Clients can be provided upon request.

	<p>Client Name: <b><i>Palm Coast, FL</i></b>  Contact: Clare Hoeni  Contact Title: City Clerk  Contact Telephone Number: 386-986-3715  Contact Email: <a href="mailto:choeni@ci.palm-coast.fl.us">choeni@ci.palm-coast.fl.us</a>  Address: 2 Commerce Blvd  Palm Coast, FL 32164  Services Provided: Agenda/Legislative Management</p>
	<p>Client Name: <b><i>Allegheny County, PA</i></b>  Contact: John Mascio  Contact Title: County Clerk  Contact Telephone Number: 412-350-6495  Contact Email: <a href="mailto:jmascio@alleghenycounty.us">jmascio@alleghenycounty.us</a>  Address: 436 Grant  Pittsburgh, PA 15219  Services Provided: Agenda/Legislative Management</p>
	<p>Client Name: <b><i>Milwaukee, WI</i></b>  Contact: Ron Leonhardt  Contact Title: City Clerk  Contact Telephone Number: 212-788-9061  Contact Email: <a href="mailto:mislall@council.nyc.gov">mislall@council.nyc.gov</a>  Address: 200 East Wells Street  Milwaukee, MI 53202  Services Provided: Agenda/Legislative Management</p>

## Detailed Installation Case Study References

**Agency Name:** City of Milwaukee, WI

**Address** 200 East Wells Street, Milwaukee, WI 53202

**Contact Person** Ron Leonhardt, City Clerk, 414-286-3781

**Dates of Service** Milwaukee is Daystar's oldest client installed since 1987. In 3<sup>rd</sup> quarter 2005, Milwaukee completed the latest upgrade to version L5 with InSite interface, as proposed here. Milwaukee has just completed an installation of the On-line submittal module in 2006, and subscribes to the InSite Matrix disaster recovery service.

### Project Description

*"The City of Milwaukee has been using Legistar since 1987, so our savings over the years have been substantial."*

**Ron Leonhardt, City Clerk**

*"I just wanted to commend the Clerk's Office on the implementation of Legistar. It is a wonderful tool and greatly assists me in my daily job responsibilities. Thanks!"*

**Vanessa Koster, Development Dept.**

Awarded contract in response to an RFP. Project included system design, project implementation, unlimited site license, workflow Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 10 end-users, plus subsequent user support. Milwaukee has received 3 major product upgrades and numerous updates under annual maintenance, along with enhancements and customizations provided as requested.

The city has recently completed an upgrade to the most recent Legistar .Net version L5 as proposed here. For each upgrade event, the database information was converted in its entirety providing an accurate, fully automated agenda management and tracking system, for over 20 years of uninterrupted operation and legislative tracking history.

The project was delivered in significantly the same phase methodology proposed here.

**Agency Name** King County, Washington

**Address** King County Courthouse, 516 3rd Avenue, 12th Flr, Seattle, WA 98104

**Contact Person** Anne Noris, Clerk of the County, 206-296-0364

**Dates of Service** Original project began in 1998 and completed by 1999 with subsequent upgrades in 2001 and 2003 to release V4.8 and InSite installation scheduled for late 2005

### Project Description

*"Legistar has continued to save time as we have become more adept at using it. The addition of the Web module has also increased our time savings, as people are now able to find the information for themselves. While I have not quantified the dollar savings, we are not filling a soon-to-be vacant position, because with Legistar, we have substantially cut our need for staff."*

**Anne Noris, Clerk of the County Council**

Awarded contract in response to an RFP. Project implementation included unlimited user site license, Gap Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 112 end-users, plus subsequent user support.

King County was also one of the first clients to implement the Web access suite for constituents and was the subject of a 2001 automation case study article for American City & County highlighting Legistar and the technical advancements by local government.

**Agency Name** Allegheny County, PA

**Address** Allegheny County Administration, 436 Grant St., Pittsburgh, PA 15219

**Contact Person** John Mascio, County Clerk, 412-350-6495

**Dates of Service** Project began in April, 2001 and fully operational by October, 2001. Allegheny has just completed the installation of the Legistar Granicus Streaming video interface in 2006.

**Project Description**

*"Legistar has made looking up information and tracking legislation a breeze. The information is not only easily accessed, but extremely accurate and informative."*

**John Mascio, Chief Clerk**

Awarded contract in response to an RFP. Project implementation included unlimited user site license, Gap Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 16 end-users, plus subsequent user support. .

Most recently, Allegheny County has installed the Legistar/Granicus Video hosting interface component.

**Agency Name** City of Long Beach, CA

**Address** 333 West Ocean Boulevard, Long Beach, CA 90802

**Contact Person** Merianne Nakagawa, Clerks Office - Special Project Coordinator

**Telephone Number** (562) 570-6600

**Dates of Service** March, 2004 – May, 2005

**Project Description**

*"We are currently using Legistar 5.0 and Granicus for our legislative information management system. We are very pleased with how they both work for us. We already have realized savings over the past three fiscal years, and we look forward to further savings and efficiencies"*  
**Larry Herrera, City Clerk**

Awarded contract in response to an RFP. Project implementation included unlimited user site license, Gap Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 8 end-users.

The final implementation included a number of customizations and integrations with several third party products. In addition, this includes Daystar's InSite and the meeting video component from Granicus that provides indexed meeting video integrated with the Legistar agenda manager component.

# Project Approach

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Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken in providing the requested deliverables. The proposal shall include the following information:

## *MCCI Response*

MCCI has read and understands the intent and desired goals of the RFP and is proposing the Legistar legislative business workflow and agenda management system to meet or exceed those expectations. Legistar is an easy-to-use software application that manages and completely automates the various agenda processes from creation through the recording of the Boards' minutes and final printing and publication. The system utilizes industry-proven SQL, and .NET technology to provide a fully browser-accessible system for both staff and public users.

The system is provided as either a hosted service or locally installed site license and includes unlimited users, records, and meeting events. As a result, Legistar will allow for the creation of multiple types of agendas, such as Planning Commission Meetings, Board Meetings, etc. Furthermore there are numerous system settings to allow the system to be custom configured to match the requirements of the Client.

In addition to the state-of-the-art workflow technology, Legistar allows the users to utilize existing imaged and stored third party files and other records as well as incorporating electronic signatures, e-mail, and document management processes to generate an electronic agenda.

The fully automated processing and management of the Council Report within Legistar, allows members to be able to review the complete real-time agenda information as well as supporting information and background history detail on their laptops. The system can also provide stored output in PDF or Word format which can also be downloaded to a member's PC and allow users to create notes during the meeting. To every extent possible, the Legistar system will reduce or eliminate the need for paper documentation and can replace the printed agenda in most cases.

Finally, upon final approval, the agenda and minutes can be automatically published to the web as easily as sending the finished document to a printer. This provides the complete electronic agenda packet and other historical information on-line, where they can be accessed and searched.

Legistar also includes after the meeting features needed such as sending letters, creating final legislation, and other reporting tools needed to track different aspects of the meeting.

- A. General Information. Explanation of the Proposer's approach plan to support the needs and objectives of the procurement as set forth in this RFP and the Scope of Services. Clearly defined features of the proposed agenda software solution.

***MCCi Response***

MCCi understands that the county is pursuing an "off-the-shelf" and configurable solution. Legistar meets this definition, and MCCi is unique as a provider because of past experience with customizable solutions (similar to what the county is using today) and knows first-hand the benefits that accompany a fully configurable solution.

MCCi also understands the county's goal to parallel test by September 1<sup>st</sup> 2009, and that goal is attainable, but would be at risk if there are delays in the contract process that follows the county's selection process.

Legistar and MCCi have been in the business of providing Agenda Management solutions for a period of 10 years or more.



- B. Technical Plan. This shall include an explanation of the work procedures and processing system and resources to be utilized. Compatibility with the established technical environment of Seminole County. Implementation plan and time lines.

#### ***MCCi Response***

##### **1) Procedural Overview**

###### *MCCi Project Management*

MCCi will assign a Legistar Project Manager to work with the Client to make sure that the project is completed successfully and in a reasonable time frame. The Pricing information includes an estimate for project management time based on the expected project length.

###### *Implementation Team*

MCCi will gather preliminary information and samples and will then send a team of specialists on-site. Depending on the scope of the project and the experience of the team members assigned, the installation team may be made up of one to three members consisting of project management, trainer, or technical staff as needed.

###### *Phase Acceptance*

At the conclusion of the configuration phase of the project schedule, MCCi and Client Project Managers will evaluate the deliverables. Upon the consent of the Client Project Manager, a formal phase completion sign-off will be executed. Consent of the Project Manager will be based on satisfactory delivery and completion of that phase. Consent will not be unreasonably withheld.

###### *Documentation*

MCCi provides its documentation in digital form and permits the Client to reproduce the manual and material entirely or in sections as needed.

##### **2) MCCi Project Management**

MCCi Project Management services are overseen by certified MCCi professionals. MCCi administers these services and concentrates on defining business requirements and the deliverables that follow. Our project management services not only serve the consulting needs of a project, but can also mitigate many risks that are inherent in a new project. Risks such as scope creep, unforeseen needs (people, conversions, integrations, equipment), and unknown stakeholders, can be identified and cleared up in the very beginning of the project.

Project management challenges: There are several challenges facing customers in deploying an enterprise solution.

- Project risk – a large percentage of failed projects are due to poor planning
- Competition for internal resources
- Project backlogs and timelines
- Excessive maintenance/costs – if proper planning is not done
- Ineffective communication between end users and technical lead

Project management promise: The effective use of this time will directly address these challenges and will allow the client to:

- Make informed decisions on system implementation issues
- Avoid quick and dirty solutions
- Use MCCi as the internal resource required to lead the session
- Reduce project backlogs and time to implementation
- Actively address the communication between end users and technical lead
- Improve the probability of a successful project

MCCi includes these services to insure project success. Proper planning requires a leader, dedicated time, feedback, and rapid execution by everyone involved.

### 3) Client Project Management

#### *General*

The Client will assign a Project Manager to be the coordinator and primary Client liaison for the project. This person should have authority to provide approval of project scheduling, customization/modification requests, tasks delivered, and perform all the Client-side project organization tasks. Client project management responsibilities include:

- Analysis scheduling with Client staff
- Document and worksheet completion and reply
- Prototype and report approvals
- Phase approvals
- Coordinate training room and staff training schedule with MCCi project management
- Oversee and approve testing and rollout
- Coordinate all other communications, scheduling and approval events.

#### *Project Implementation*

During the course of the project, Client technology staff will be involved at various times during each phase. Beginning with the Analysis phase, the MCCi technical manager will work directly with the Client IT staff to determine any specific hardware requirements regarding equipment, operating system environmental needs, and other technology related issues to support the final configuration of users and ancillary purposes. In the case of the local licensing option, this includes technical assistance with the installation of the appropriate Microsoft SQL Server license as required.

However, typically, there is relatively little overhead time or resources required of the Client IT department, beyond initial involvement with equipment purchase and network setup as needed. MCCi will be installing the Legistar system remotely via Internet access to the appropriate system server. On-going technical support will be provided by MCCi as needed during each supplemental phase of the project.

#### *Client Legistar Administrator*

The Client's Legistar Administrator is responsible for all Workflow Settings, Base Data, Language Settings, Report Settings, Workgroup Assignments, and Legistar User Access. This person has access to all of the data stored in the Legistar data base only through the Application interface.

The Legistar Administrator should be under the authority and direction of the person or office responsible for legislative documents and information, agenda generation, meeting support, data query, and workflow management. Typically, this is the Office of the Clerk, although it may also be Agenda Management under the Manager, or the Council President's Office. It is rarely the IT department.

The Legistar Administrator is not required to be associated with any Windows System Administrator account. The Legistar administrator only needs the necessary permissions to run Legistar through the application, like any other user running Legistar. If the system is installed locally on the Client's own server, the Network/Database System Administrator (see below) does not need to be a Legistar user or Legistar Administrator to perform the functions for which he is responsible.

In most installations there are two or at most three persons with the training and authorization to perform Legistar Administration functions. These are usually, the Clerk and one or two of the Clerk's management level staff. In some rare situations, the Legistar Administration Team has also included an IT person who is on permanent assignment to the Clerk's Office, understands the workflow and requirements of that office, and works under the direction of the Clerk.

#### *Ongoing Client Technical Administration*

The system administrator is typically trained to perform backup tasks as described elsewhere in this proposal. There may, on occasion, be a need for the Client's technical representative to communicate or otherwise assist MCCi's support personnel. In the event of a major hardware failure that would necessitate a data base recovery, MCCi would, as part of its software support, provide on-line technical assistance to assist in the recovery and diagnostics.

Although there is typically increased demand for a system administrator's time immediately following implementation, the time normally needed to perform backup, and other routine administrative maintenance is nominal and typically should not exceed six hours a month.

#### **4) Project Time Line**

<b>Milestone</b>	<b>Team Members Involved</b>	<b>Complete Days after PO receipt *</b>	<b>Description</b>
Project Kickoff	MCCi Project Management and Client Implementation Team	15 days	Discuss project, expectations, introduce project teams, discuss/schedule next milestone, gather information
System Configuration and Testing	MCCi Project Management and Client Implementation Team	45 days	MCCi will begin configuring the system for the Client's use. During this time, the Client will begin testing the system and will approve configurations as they are made. Once approved, training will be scheduled.
Onsite Training and Roll-Out	MCCi Project Management and Client Implementation Team	95 days	MCCi will train the different user groups based on their role in the agenda process.
Post Implementation Management	MCCi Project Management and Client Implementation Team	120 days	Once the Client has been trained and begins to use the system, they may find they want supplemental training or to modify functionality. All post implementation management falls under MCCi's description of "Managed Services"

*\*Schedule is based on the client accepting each task/deliverable in a timely manner*

#### **5) Assumptions**

This proposal includes software components and associated services to satisfy the needs indicated in the RFP based on our best understanding of what we think the Client is requesting and how we think the Legistar system can address the Client's stated or implied functional requirements. MCCi has responded in good faith and as accurately as possible to those requirements, however, these answers cannot be construed as a warranty of any kind.

This proposal is based on the information known at this time and on our experience and on certain assumptions regarding the Client staff and their level of experience and understanding of computers and the legislative process. It is assumed that:

1. The Legistar system proposed here may require that the Client have the appropriate hardware and Microsoft SQL Server database license and appropriate number of concurrent user licenses. MCCi

will not be providing hardware, operating system software, or 3<sup>rd</sup> party upgrades as a part of this proposal.

2. The Client staff members to be trained on this system are familiar with standard MS-Windows functions, terminology and protocols.
3. The report styles included with this proposal can be used as is or with table defined design changes or minor formatting modifications. Revisions or additional new reports beyond the standard report format variables in Legistar may affect the final cost.
4. This proposal includes references to how the Legistar system imports scanned images as attachments to legislative records. However, unless otherwise specifically indicated, this proposal does not include any scanning hardware or third party imaging software components or services that may be required to integrate with any third party products.

In the event that these assumptions are not accurate, the products or services proposed here may require significant changes and such changes may affect the final cost.

- C. **Maintenance & Support.** Define maintenance plans, and/or agreements offered and features. Future updates and eligibility. Licensing requirements. Hours of support (Eastern Standard Time), emergency maintenance, communication, etc.

#### ***MCCi Response***

MCCi prides itself if providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with superior installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters. To better service our clients MCCi offers a variety of methods for contacting our technical support staff if the need arises.

- On-line: [www.mccinnovations.com](http://www.mccinnovations.com)
- E-mail: [support@mccinnovations.com](mailto:support@mccinnovations.com)
- Telephone: 800.342.2633 ext 657
- After hours for "Premium" Support clients: [PremiumSupport@mccinnovations.com](mailto:PremiumSupport@mccinnovations.com)
- Remote Access Support, through Microsoft LiveMeeting, allows our helpdesk staff to access your machines remotely to resolve problems faster.

#### **1) Maintenance & Support**

##### ***Legistar Software Assurance Plan (Legistar SAP)***

Legistar Software Assurance Plan (Legistar SAP) is offered by MCCi and is designed to provide your organization continued access to technical support as well as solution updates as they are released. Legistar SAP is designed to be renewed each year on the anniversary date of the initial installation. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates. MCCi recommends the client designate a support contact to channel requests through, but clients can designate several individuals who are to be the technical support contacts if necessary.

Legistar Software Assurance Plan (Legistar SAP) provides support and all software updates as released. Support is handled directly through MCCi and is provided via email or telephone during normal business hours of 8:00 AM to 6:30 PM EST.

##### ***Education User Groups***

MCCi conducts regional User Groups annually where you will have the opportunity for a face-to-face, educational experience hosted by our expert tech team. These User Groups are designed to ensure our clients are utilizing their system to its fullest extent and provides them with a chance for hands-on refresher training, troubleshooting and the opportunity to learn more about the capabilities of their systems.

##### ***Newsletters***

MCCi newsletter, MuniTimes, is published quarterly and geared towards proving our clients with educational and informational resources about their products and services. Once our clients sign up to receive our newsletter they will be sent an e-mail once per quarter containing a variety of detailed information, tips and success stories.

##### ***Educational Webinars***

MCCi conducts monthly webinars on a range of topics suggested by our clients. These webinars are general sessions intended to provide information on the use of our products and services. Topics and dates are posted on our support site where our clients can register to attend sessions that will be convenient and informative to them.

## **2) Software Warranty**

The initial copy of the program that we deliver will be free of any defects. It will not install if there are any. Our guaranty is for 90 days. However, should a defect be in an original disc that has not yet been installed after that period we would still replace it

## **3) Patches**

Patches are sometimes needed to correct a unique error or bug identified in the base Legistar application. Patch kits are usually very specific and may only apply to a limited number of Legistar users. In this case the patches are downloaded to the affected installations for automatic updating to the application. These patches are provided at no cost per the terms of the support or subscription agreement.

## **4) Updates**

System updates are collections of general patches and new product features that have been made since the last update. Updates are downloaded for automatic updating to the application. These updates are typically released 2 to 4 times a year and are provided at no cost per the terms of the support or subscription agreement. Updates differ from Upgrades. An upgrade typically refers to a major platform / technology change.

## **5) MCCi Managed Services**

MCCi Managed Services are included with every support renewal. Managed Services can be utilized for the following professional services:

- Additional Training - additional training, via web conferencing, can be conducted to train new users on the use of Legistar or as refresher training for existing users.
- Additional System Set Up Consultation – MCCi offers additional consultation that would include recommendations on best practices for adding additional departments, additional types of document etc. to your current Legistar System.
- Remote implementation of software updates – While the standard Legistar SAP plan covers free updates for Legistar software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates.
- Annual System Review & Analysis – MCCi will access your system to review and analyze how your organization is using the Legistar System, identify any potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Legistar Software installation, and would be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- Remote Access Support - Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.
- Expiration & Additional Services - MCCi's Managed Services is an annual package (not to exceed 15 hours) and will expire on the same date as your Legistar System SAP plan.

- D. Training: Outline user training; coordinator training and administrator training.

**MCCi Response**

**1) Training**

Training is delivered in a combination of formal training classes and free-form assistance or 'help-desk' sessions. The exact combination and schedule is based on the number of users, their skill and task level, determined during the Project Planning Phase. Typically, a general user course will include three to four morning hours of classroom training followed by several afternoon hours of general technical assistance as the students apply what they learned.

Typically training groups consist of 6 to 8 individuals with similar responsibilities and training requirements. In addition, MCCi provides system administration training to 2 to 4 staff members who are assigned the overall administrative tasks of the system.

Training is typically broken out in the following modular fashion:

Group Type	Participants	Type of Training - Course Description
View Only	All Departments	The View Only training shows the user how to search in Legislative Files, Agendas and Minutes and how to access and produce reports.
Legislative File Entry	Selected Department Users	Gives the user all the detailed information to create a Legislative File, including drafting the text, adding sponsors, attachments, etc.
Agenda Creation	Individuals who maintain the Calendar	Training on how to create and maintain an Agenda, by generation or by moving adding or deleting items. Also, how to produce an Agenda report and post to Internet.
Minutes Processing	Individuals who process the Minutes or Journal	Minutes Module training on how to process minutes, taking action on files, voting, vote types, consent and reporting and post to Internet.
Administration	Primary user and/or System Administrators	Training on maintaining system administration tables, data, security, will review all tables with the System Administrator. This training is completed before any user training.

**2) Post Implementation Management**

During the Training and Roll-out phases the Client's Project Manager will be able to monitor the effectiveness of the training and get a good feel for the full capabilities of the upgraded Legistar system. Following this phase, the Client may wish to consider supplemental training events or to expand or modify some functionality.

**Training Review**

MCCi and the Client's Project Managers will review the effectiveness of the training, the skills gained by the different levels of users, and the possibility of training other users that may not have been considered originally. MCCi will discuss and identify possible supplemental training or help desk services that may be desired.

#### *Enhancement Review*

MCCi's Project Manager may conduct a post-installation review of the system with the Client and identify possible additional enhancements or other Legistar application module considerations that will allow the Client to optimize the performance and return on its Legistar investment.

#### *Post-Installation Enhancements*

If the Client has identified any enhancements, program adjustments, or other changes that it may desire, the MCCi Project Manager will define the specifications with the Client. MCCi will assist in preparing supplemental work-orders following delivery of final acceptance of the originally contracted system.

Post installation enhancements are incorporated into MCCi's standard release schedule and implemented as a product update. This process allows for the appropriate amount of testing and integration time and does not interfere with rollout of the contracted system. In addition, the enhancements can then be registered with the application version tracking protocols and product maintenance plan.



# Statement of Compliance

STATEMENTS OF COMPLIANCE	YES	NO
1. Does your proposed solution meet all items in the "Service and Requirements"?	X*	
2. Is the workflow role based?	X*	
3. Does the software have the capability of handling board members absent during a particular vote during the meeting?	X	
4. Once the minutes are entered and finalized is there flexibility to correct them, "after the fact" i.e. typographical errors or if a vote was entered incorrectly?	X	
5. At what point do the minutes become permanent and un-changeable? <u>This is based on the counties current procedures and can be managed through security and status changes. Typically clients change the status to "Archive" at this point.</u>		
6. Can comments be entered by a reviewer?	X	
7. Will the application size up and down to any screen resolution?	X*	
8. Does the software allow for an Agenda Item such as a "briefing item", where there is no action taken, to be recorded without a decision?	X	
9. Can a consent item be changed to a different item type before the meeting without returning it to the Item Originator?	X	
10. Can video clips be inserted at specific points in the meeting minutes?	X	
11. Our County Attorney's Office is part of our workflow. One individual in the Attorney's Office is designated as the "receiver" of all Agenda Items requiring Legal review. That individual delegates the various items to specific attorneys. How is this situation handled with your proposed software solution? <u>Approvers in Legistar have the option (if allowed) to "delegate" approval rights on the fly.</u>		
12. How does your proposed application manage copying MS WORD documents heavily formatted into the application? <u>Legistar integrates with word and users typically use word as the text editor</u>		
13. Is there a way to determine if all agenda items for a future meeting have been approved through the workflow? i.e. The workflow was approved by everyone?	X	
14. Reviewers' comments can be edited, such as typographical errors, and corrected by the originator?	X	
15. In Seminole County, the Board of County Commission may adjourn, convene as a separate committee, adjourn, and re-convene as the Board. Can your software solution manage this type of situation, including preparing the minutes and publishing an Agenda?	X	
16. What type of assistance does your proposed solution come with? (i.e. on-line help, context-sensitive solutions, etc) <u>Help files are accessible from and provided for every screen</u>		
17. What hardware is required to run the proposed software solution? <u>None for the hosted solution. For Installed solution see "Hardware Reqs"</u>		
18. How is output to print service handled? <u>Agendas, Minutes, Items, and any report can be printed directly from Legistar.</u>		
19. Is there an automatic link to the video portion of the minutes?	X	

\*Items marked with an \* - please refer to clarifications on the following page

**Question #1 Clarification**

- Secure Connections – The ability to allow for usage of SSL technology when needed.

***MCCi Response***

Legistar does not use SSL, but all data that is transmitted is encrypted

- Video should be optional included in the search

***MCCi Response***

Video links will be included in search results as long as the item was linked

- Allow the Administrator to “Skip” an approver as necessary

***MCCi Response***

There is not a standard “skip” feature, but workflows can definitely be altered on an ad hoc basis

- Simultaneous review by multiple Users within a division or department

***MCCi Response***

Legistar allows for simultaneous “FYI” notifications

**Question #2 Clarification**

***MCCi Response***

Workflow is user-based rather than role-based. Users can be assigned the appropriate rights, which technically labels them as acting in a certain role, but for approval and workflow purposes items are routed to individual users based on the configured workflow.

**Question #7 Clarification**

***MCCi Response***

The public web portal InSite will but the back office system is currently fixed size. The majority of users accessing utilize the web portal.

# Pricing Information

## Section 5 Price Proposal

PROJECT: **Government Software Solution for Agenda Management Replacement**

COUNTY CONTRACT NO. **RFP-600674-09/TLR**

Name of Proposer: MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

Address: PO Box 2235

City/State/Zip: Tallahassee, Florida 32316

Phone Number: ( 850 ) 576-3171 FAX Number: ( 850 ) 701-0715

E-Mail Address: dwb@mccinnovations.com

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

### PRICE STRUCTURE:

Respondent shall include all direct & indirect Costs associated with this project.

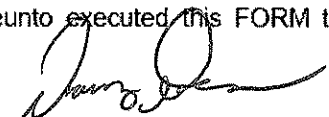
**Cost of proposed Agenda Software Solution** \$ 43,218  
(Including initial warranty period)

**Annual Maintenance and Support including upgrades** \$ 12,965  
(Starting after warranty period)

**Training** \$ 33,736  
(Through implementation and set up)

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Donny Barstow, President  
(Name of PROPOSER)

  
(Signature of person signing FORM)

*\*Please refer to Exhibit C for Optional pricing for a Hosted Solution*

**SOFTWARE**☒ Legistar L5 Installed Edition\$89,919<sup>1</sup>

Includes: Base L5 License

Agenda Automation

Approval Tracking

Automatic Minutes

Legislative File Tracking

Legislative Reports

Public Web Portal (InSite Public Access)

On-Line Submittal

Media Match

First Year Managed Services and Support

Legistar Base Configuration (up to 4 meeting bodies)

MCCi Project Management Services

Onsite Training (up to 5 days)

**PAYMENT & BILLING TERMS**

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of signed contract, 30% upon completion and sign off of the configuration phase, and the remaining balance will be invoiced upon completion of training. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice

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<sup>1</sup> For budgetary purposes, the Client should include \$15,114 in annual budget for renewal of Legistar SAP and managed services of the above quoted solution.

# Exhibit A - Recommended Solution

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## **Legistar Software**

Legistar is a comprehensive, agenda workflow management and information retrieval system designed specifically to support the legislative process in cities, towns, and counties. From drafting through assignment to various committees, offices and Council Meetings, to final disposition, Legistar parallels and supports the customary flow of legislative operations, tracking every action, along with dates, free-form notation, and individual votes.

Legistar will automatically produce agendas, minutes, notices, certified copies and other legislative reports while eliminating all data entry redundancy or the need to copy and paste file information. Text and data are entered only once and then organized and stored by the system so that it can be retrieved and formatted for display or for any of Legistar's standard or custom reports. The system will improve efficiency and accuracy, streamline the current process while eliminating or reducing manpower requirements, paper production and keep The Client on the "cutting edge" of workflow, agenda and document management.

## **Legistar Modules**

The following information provides a brief description of each module available with your Legistar purchase. Please refer to the pricing section to see what is included in your project.

### *Approval Tracking*

Approval Tracking is a fully integrated module that facilitates and tracks the sequence of review and approvals for an agenda item prior to its introduction. For example, a purchase request may be made by a staff member, drafted by another person, approved by his immediate superior, and then sent to additional persons for their review and approval before being sent on to the agenda clerk for automatic introduction on the appropriate Client or committee agenda.

Each item must be approved by every reviewer in sequence before it goes to the agenda clerk. Any 'disapproval' will halt the process and sends the item back to the originator. Standard system approval sequences are stored, as well as personal user sequences that can be reused or shared. The workflow is flexible and automatic and standard approval sequences may be modified to include or remove approvers. Each procedural step triggers optional email notifications to the appropriate users. Reviews, annotations, item edits, and approval responses are done via a totally intuitive browser form.

### *Automatic Minutes*

While legislative issue information is the substance of what Legistar stores, the actions taken by the Client, by its committees, and by advisory boards and commissions at meetings as well as the history of actions taken by departments on those legislative matters are the essence of what Legistar tracks. Hence, the system provides means to record meeting information, generate agendas and minutes, and provide other supporting documents.

### *Legislative File Tracking*

In addition to the automatic minutes functions, each historical record may also have any free form notation to describe the instructions on a referral, the response on a referral, the reason that an action was taken, or perhaps any discussions or background information that led up to the action. Legistar tracks the path of each ordinance, resolution, and other legislation through the process with a series of historical records marking the life of the issue along the way. Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

### *Legislative Reports*

Reports are automatically generated directly from the tracking data. Once the data is entered, the system will also use its built-in sort and formatting routines, which are defined by the documents that they are intended to produce, to abstract the correct information and then produce all requested documents in their different formats, such as Client Meeting and Committee Agendas, Certifications, Notices, Client and Committee Minutes. The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report. Other selected Legistar reports descriptions are included in the table above.

These and other system generated reports may be displayed on screen, directed to a printer, saved to a text file or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. This feature allows the Commission to post these reports directly to its home page for immediate viewing via the Internet.

### *Legistar InSite Public Access Interface Suite*

The Browser based Legistar *InSite* Public Access Suite provides a complete automatic public portal for organizing, searching, printing and otherwise accessing public information with no required work on the part of the Clerk's office, IT, or other Commission staff, thus significantly reducing requests for public information, copying and printing.

Most clients are using InSite as a query only tool to provide easy access to information for their internal users as well. It is available 24/7 and very intuitive to the casual user or researcher. This has resulted in significant time saving and printing cost as by providing internal users online access to this information.

### *Remote Disaster Recovery Service – Legistar Matrix Subscription*

For the locally installed Legistar system, MCCi is including a remote backup and recovery service as a part of support. Legistar Matrix is a hosted service that will automatically back up Legistar data, encrypt and send it over the Internet to secure remote servers. Everything is secured with AES 256-bit encryption (trusted by the government for top-secret documents). This process is completely automated and runs on a schedule, so no user interaction is necessary. The possibility of human errors is also reduced.

Legistar Matrix provides complete online backup solution protecting all Legistar data, including SQL Server databases, published meetings, and attachments. Automatic, unattended backups based upon predefined schedules eliminates the day-to-day hassle of performing nightly tape backups and automatically transports data to secure offsite servers hosted in two geographically separate locations.

### *Legistar On-Line Submittal - Browser Based On-line Agenda Item Submittal (OLS)*

The OLS module compliments the standard item submittal features of Legistar, by providing a simple browser-based submittal method of agenda file items, or other applications for consideration. This system also allows users to submit applications, additional documents to the open agendas or Dockets. Departments, Board-members and even outside organizations or groups can be given authorization to submit agenda items for District Board consideration, from anywhere the Internet reaches. For instance, if there are major businesses, utilities, or other outside agencies that frequently submit requests, they can now easily do so via the Internet for Board consideration. This includes attachments and other supporting materials. The submitter can then monitor the status of the item at any time 24/7.

### *Media Match - Streaming Video or Audio*

Many municipal and local governments now maintain a digital video or audio recording of their public meetings. Legistar provides the ability to link this recording directly to the minutes record. In one stop, Commission users and citizens can view the results of the meeting minutes, as well as view or listen to the streaming recording. This feature also provides a dynamic link of the recording through the Legistar Public Web Access Suite, InSite, for instant availability to the constituent on-line. This is a standard feature of Legistar included at no additional cost.

The Legistar Media Match component expands on the standard audio/video record linking included with the Legistar system. The Media Match tool allows the Client to integrate an audio/video recording with a meeting event, including dynamic indexed linking to the individual agenda items or other events during that meeting. Media Match allows the Client to either maintain its own online video storage or utilize third party hosting. The system is intuitive and efficiently designed to allow the clerk or other staff members to operate the indexing along with the standard meeting manager functions of Legistar.

**Granicus Streaming Video:** Granicus web-casting provides local government with the ability to deliver public meetings video through the Internet, live or on-demand. The Legistar Media Match integration module provides seamless remote access of the Granicus indexing of video recorded of the meeting. This allows on-line users to select a particular meeting detail line within Legistar and then view the recorded video for that part of the meeting. The interface is tightly integrated into the Legistar minutes function, capturing indexed video elements of a meeting from within Legistar and easily slides into Client web-casts. The interface requires the Granicus Meeting Manager Component available from Granicus.

#### *Optional Report Customization*

The vast majority of configuration needs are handled through Legistar's administration console which provides access to over 300 variables that can be configured to meet the client's needs, without any customization. This includes formatting, sorting, and data variables that can be adjusted by the user to produce a wide variety of report styles without any programming at all. Dynamic data elements for headers, logos, dates, locations, and even date-sensitive membership of council and committees, ensure that the agendas and minutes will always be correct without any programming changes whenever names change. Users can insert any number of boilerplate messages in the default agenda templates, which will always print as is or can be further modified at runtime.

Legistar's basic report layouts are included in the base package for agendas, minutes, cover memos, and other reports. If the client requires the report formats (layout, logo placement, etc.) to match their current layouts rather than accepting the standard formatted reports, MCCi can provide the optional service of customizing the reports. It should be noted that customizations increase the complexity of the system and the time and money to implement and maintain the system in future years.

MCCi highly recommends utilizing the standard reports, with all of their formatting flexibility, for a period of time prior to selecting the option to customize. It should also be noted that more than 95% of the clients that choose to purchase a Legistar solution accept the standard reports, and leverage the user-controlled configurability of Legistar in the beginning and for future years to come.

In the event that the client chooses the option for customized reports, the scope is limited to the layout/format of the report. This includes placing any data that is on a screen form to virtually anywhere on the associated report in the location and font requested. Requests for changes that require database or base code level changes cannot be met through this service.

# Exhibit B - Hardware Requirements

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## 1) Legistar Technical Architecture

### *Legistar Security*

Apart from the standard security features that the .NET framework offers and the application login security, the communication between the server and the client application is also protected from hacking. By default the network packets are sent in binary format contrary to the normal text based format for plain IIS based ASP.NET application. In addition to the binary format, each packet is compressed using a custom algorithm which makes it almost impossible to read the network packets going between the client and server. Legistar is extensible to accommodate any sort of encryption algorithm and this modification would be based upon the customer request.

### *Scalability & Performance*

Enterprise applications often try to balance application scalability with concurrency considerations. An application can achieve scalability using many different techniques, including minimizing network traffic, client side caching etc. Legistar does exactly the same to improve the responsiveness of the application. The following sections describe the scalability considerations that are embedded into the application.

### *Stateless Server Design*

Using a stateless object model for the middle-tier service objects where no (property) data object is saved between method calls, Legistar is more scalable. It is because the server application is not responsible for keeping track of where each user is in the application; its operation consists of merely fulfilling client requests as they arrive. By eliminating state caching, the server can service more requests. Each service objects that Legistar application instantiates consumes server resources. Because of this, an object model that does not depend on object state can be instantiated quicker. If the object model depends on cached state there would be less initialization overhead and the object state instantiation would be comparatively less.

## 2) Recommended Minimum Hardware Requirements

### *Prerequisite Licensing- Installed Solution Only*

If the Client already owns the appropriate prerequisite Crystal and database licenses then there is no additional cost. If the Client does not have the appropriate licensing, then it is available directly from the appropriate vendor and can be contracted for separately with GSA pricing. If the Client desires MCCi to provide either or both of these third party licenses, then they may be contracted for additional cost at prevailing retail price.

### *Smart Client Requirements*

The Legistar software is developed using .Net Framework, and combines the benefits of both Web and desktop application by adopting the Smart Client Architecture. The end user can run Legistar, in Windows 98/XP/2000/2003 (any edition—Home, Professional, Media Center or Tablet PC), with the .NET Framework installed and functioning.

### *Legistar Server Requirements*

Legistar requires the appropriate Microsoft SQL database license installed on the Commission hardware and, the report function requires a Crystal reports developer license from Business Objects Corporation. The cost section of this proposal does not include these licenses which would be in addition to the project cost proposed here.

### *General Hardware Configuration*



The Server Configuration depends on the transaction load on the system. A single CPU Server is only recommended for applications with less than 10 simultaneous users. With the typical usage pattern a server with two CPUs can handle about 20 simultaneous users.

*Minimum Required Configuration*

- Single Server deployment
- Processor: 600-megahertz (MHz) Pentium III-compatible or faster
- Processor count: 1
- RAM: 512 megabytes (MB) of RAM or more
- Disk Space: 60 GB (application only requires approximately 50 MB)
- Operating System: Microsoft Windows server 2003 Standard Edition
- Database: SQL Server 2005 Express, Workgroup or Standard Edition
- Reporting: Crystal Reports 10 Developer Edition

*Recommended Configuration*

- Single Server deployment
- Processor: 2.0-gigahertz (GHz) Pentium IV-compatible or faster
- Processor count: 2
- RAM: 1 gigabyte (GB) or more
- Disk Space: 60 GB (application only requires approximately 50 MB)
- Operating System: Microsoft Windows server 2003 Standard Edition
- Database: SQL Server 2005 Express, Workgroup or Standard Edition
- Reporting: Crystal Reports 10 Developer Edition

## Exhibit C – Optional Pricing for Hosted Solution

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*MCCi has provided optional pricing for a Hosted solution in case the County desires a hosted solution rather than an Installed solution.*

### **SOFTWARE SUBSCRIPTION**

<input checked="" type="checkbox"/> Legistar L5 Hosted Edition	\$55,980 <sup>1</sup>
Includes: Base L5 Subscription	
Agenda Automation	
Approval Tracking	
Automatic Minutes	
Legislative File Tracking	
Legislative Reports	
Public Web Portal (InSite Public Access)	
On-Line Submittal	
Remote Disaster Recovery Service (Legistar Matrix)	
Media Match	
First Year Managed Services and Support	
Legistar Base Configuration (up to 4 meeting body)	
MCCi Project Management Services	
Onsite Training (up to 5 days)	

### **PAYMENT & BILLING TERMS**

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of signed contract, 30% upon completion and sign off of the configuration phase, and the remaining balance will be invoiced upon completion of installation and training. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice

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<sup>1</sup> For budgetary purposes, the Client should include \$25,486 in annual budget for renewal of Legistar SAP and managed services of the above quoted solution.

**REVISED FOR BAFO  
Price Proposal**

**PROJECT:** Government Software Solution for Agenda Management Replacement

**COUNTY CONTRACT NO.** RFP-600674-09/TLR

**Name of Proposer:** MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)

**Phone Number:** ( 850 ) 576-3171 **FAX Number:** ( 850 ) 701-0715

**E-Mail Address:** dwb@mccinnovations.com

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

**PRICE STRUCTURE:**

Respondent shall include all direct & indirect Costs associated with this project.

**BAFO for Cost of proposed Agenda Software Solution** \$ 43,218


**Annual Maintenance and Support including upgrades** \$ 12,965 X 3 Years = \$38,895  
(FOR INITIAL THREE (3) YEARS)

**Annual Maintenance and Support including upgrades** NTE 5 % per year  
(Renewal years 4, 5 & 6)

**BAFO for Training** \$ 27,736  
(Through implementation and set up)

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this  
16 day of July, 2009.

Donny Barstow, President  
(Name of PROPOSER)

  
(Signature of person signing FORM)

#### **SOFTWARE**

☒ Legistar L5 Installed Edition

\$83,919<sup>1</sup>

Includes: Base L5 License

Agenda Automation

Approval Tracking

Automatic Minutes

Legislative File Tracking

Legislative Reports

Public Web Portal (InSite Public Access)

On-Line Submittal

Media Match

First Year Managed Services and Support

Legistar Base Configuration (up to 4 meeting bodies)

MCCi Project Management Services

Onsite Training (up to 5 days)

#### **PAYMENT & BILLING TERMS**

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of signed contract, 30% upon completion and sign off of the configuration phase, and the remaining balance will be invoiced upon completion of training. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice

<sup>1</sup> For budgetary purposes, the Client should include \$12,965 in annual budget for renewal of Legistar SAP and managed services of the above quoted solution.